

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: July 14, 2015	Time Needed: 15 minutes										
Requesting Department: Public Works/P&Z	Presenter(s) Name: Bill Bess										
Motion before the Board: Request that the Board consider a motion to approve by Resolution No. ____-15, a Special Use Permit for a Manulux Manufactured Home Park on APN: 212-26-085, in the Lakeside area.											
Recommendation: (who, what, where, when, how, etc.) Public Works Staff recommends the Board considers approving the Special Use Permit and conditions as appropriate											
Background: (why should it be done, what will happen if not approved, etc. include resolution) <div style="text-align: center; margin: 10px 0;"> THIS IS A PUBLIC HEARING. </div> <p>Steve Dedmon, on behalf of Manulux Communities is requesting a Special Use Permit to develop a 6.02 acre property to operate a 47 unit manufactured home community in the Lakeside area. The Planning Commission recommended approval at their hearing held May 21, 2015. There were two (2) people opposed, and (2) people in favor of the Special Use Permit. The roads within this manufactured home park will not be considered for County Maintenance as gravel roads. Staff has reviewed the submitted materials, site plans and related documents and found that the submittal conforms to the requirements of the Ordinance.</p> <p>At the P&Z Commission hearing, two people were opposed to the project because of the increase in traffic congestion and the safety concerns for children who live on Amanda Lane. Two people spoke in favor of the development and the need for housing options in the area.</p>											
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) N/A											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Reviewed and approved by:</td> <td style="width: 15%;">County Manager <input type="checkbox"/></td> <td style="width: 15%;">County Attorney <input type="checkbox"/></td> <td style="width: 15%;">Human Resources <input type="checkbox"/></td> <td style="width: 15%;">Finance <input type="checkbox"/></td> <td style="width: 15%;">IT <input type="checkbox"/></td> <td style="width: 15%;">Public Works <input checked="" type="checkbox"/> <i>WNB</i></td> </tr> </table>		Reviewed and approved by:	County Manager <input type="checkbox"/>	County Attorney <input type="checkbox"/>	Human Resources <input type="checkbox"/>	Finance <input type="checkbox"/>	IT <input type="checkbox"/>	Public Works <input checked="" type="checkbox"/> <i>WNB</i>			
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Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	No Action <input type="checkbox"/>	Continued <input type="checkbox"/>	Continued to: _____							
Approved with changes as follows: _____											
Clerk's Notes											
Date:	Initial:										

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by Noon the Tuesday before the BOS meeting.



**NAVAJO COUNTY
PUBLIC WORKS DEPARTMENT
Planning & Zoning**

STAFF REPORT

BOARD OF SUPERVISORS

HEARING DATE: July 14, 2015
CASE#: 15-06 (PZ)
ACTION: Special Use Permit
PROJECT NAME: Manulux Manufactured Home Park

PARCEL INFORMATION:

Owner/Applicant: Steve Dedmon
Location: 1412 Amanda Lane, Lakeside, AZ 85937
APN: 212-26-085
Legal Desc: A portion of Section 35, Township 14N, Range 21E of the Gila and Salt River Meridian.
District: IV - Supervisor Steve Williams
Parcel Size: Approximately 6 acres

REQUEST: Steve Dedmon, on behalf of Manulux Communities is requesting a Special Use Permit to develop a 6.02 acre property to operate a 47 unit manufactured home community in the Lakeside area.

GENERAL CHARACTER OF THE AREA:

The immediate area consists of multi-family residential properties, vacant and undeveloped land, commercial properties, and is within close proximity of local schools.

ZONING ORDINANCE:

Current District: (R-3) Multiple-Family Residential Zoning District

Article 14 - Section 1401 – Purpose: The principal purpose of this zoning district is to provide for multiple-family housing along with certain transient residential and non-residential neighborhoods in locations which are suitable and appropriate taking into consideration existing conditions, including present use of land, future land use needs and the availability of public utilities. The minimum parcel size required is six thousand (6,000)

square feet in area and the minimum area required for each dwelling unit is one thousand (1,000) square feet. Principal uses permitted in this zoning district include high density housing, hospitals and institutions of an educational, religious, charitable or philanthropic nature, private clubs and fraternal organizations, resort hotels, Manufactured home subdivisions and Manufactured Home Parks.

RELATED ARTICLES:

Article 14

Section 1402.06 – Manufactured Home Parks, subject to securing a Special Use Permit and the following:

- a. Each Manufactured Home (or rehabilitated Mobile Home) space shall have an area of not less than three thousand (3,000) square feet and a width of not less than thirty-six (36) feet, and each Recreational Vehicle space shall have an area of not less than one thousand (1,000) square feet and width of not less than twenty-five (25) feet, except that the number of spaces designed or used for Recreational Vehicles shall not exceed twenty percent (20%) of the total number of spaces provided in such Manufactured Home parks.
- b. Manufactured Homes (or rehabilitated Mobile Homes) shall be located on Manufactured Home spaces so as to provide a minimum setback from the nearest edge of any interior drive or roadway of not less than eight (8) feet and so as to provide a minimum setback from any Manufactured Home space boundary not in common with the edge of any interior drive or roadway of not less than five (5) feet, except that in the case of Manufactured Home spaces having boundaries in common with two (2) or more interior drives or roadways the minimum setback from the nearest edge of interior drives or roadways shall be not less than twenty (20) feet on the Manufactured Home's entry side and not less than five (5) feet on the Manufactured Home's non-entry side.
- c. Recreational Vehicles shall be located on Recreational Vehicle spaces so as to provide a minimum setback from the nearest edge of an interior drive or roadway of not less than four (4) feet and so as to provide a minimum setback from any Manufactured Home space boundary not in common with the edge of an interior drive or roadway of not less than three (3) feet, except that in the case of Recreational Vehicle spaces having boundaries in common with two (2) or more interior drives or roadways the minimum setback from the nearest edge of interior drives or roadways shall be not less than twenty (20) feet on the Recreational Vehicle's entry side and not less than three (3) feet on the Recreational Vehicle's non-entry side.
- d. Recreational Vehicles may be located on Manufactured Home spaces but the minimum setbacks required of Manufactured Homes shall be provided.
- e. The location of Manufactured Homes (or rehabilitated Mobile Homes) on Recreational Vehicle spaces is prohibited.
- f. The minimum distance between Manufactured Homes (or rehabilitated Mobile Homes) and Recreational Vehicles in the same Manufactured Home Park shall be fifteen (15) feet.
- g. The minimum distance between Manufactured Homes (or rehabilitated Mobile Homes) and Recreational Vehicles and buildings in the same Manufactured Home Park shall be ten (10) feet.
- h. Each Manufactured Home (or rehabilitated Mobile Homes) or Recreational Vehicle shall set back from all lot lines a distance of not less than eight (8) feet.

- i. Service buildings to house toilet, bathing and other sanitation facilities and utilities shall be provided as required by the Navajo County Health Department.
- j. Minimum distance or setbacks required herein shall be the shortest of horizontal dimensions measured from the nearest portion of the sidewall of a Manufactured Home (or rehabilitated Mobile Homes) or Recreational Vehicle, or from the patio cover, carport, cabana, ramada or similar appurtenances.
- k. The Manufactured Home Park shall be screened from adjoining lots by a solid fence or wall, or suitable planting of not less than three and one-half (3-1/2) feet in height, nor more than six (6) feet in height.
- l. The height, yard, and intensity of use regulations of the (R-3) zoning district shall apply to buildings located in Manufactured Home parks but not to the Manufactured Homes (including rehabilitated Mobile Homes) or Recreational Vehicles, except that the area and width of the lot occupied by a Manufactured Home park shall not be less than that required for lots occupied by other uses.
- m. In order to permit flexibility in the development of Manufactured Home parks, the strict application of regulations pertaining directly to an individual Manufactured Home space or Recreational Vehicle space and to the location thereon of Manufactured Homes (including rehabilitated Mobile Homes) and Recreational Vehicles need not be applied provided any variance there from is consistent with the purpose of this Ordinance. Open space is to be maintained at a ratio of two (2) square feet for each square foot of covered space and the average area per Manufactured Home space or Recreational Vehicle space in the Manufactured Home park is not less than three thousand (3,000) square feet, except that there shall be no variation in required minimum distance between Manufactured Homes, Recreational Vehicles, buildings and front lot lines.

FINDINGS OF FACT:

- 1. Prior to the Public Hearing, the legal notice for this item was printed in the Holbrook Tribune, in compliance with Arizona Revised Statutes and Article 29 of the Zoning Ordinance.
- 2. The applicant has submitted the plans and supporting statement required by Section 2002(1).
- 3. The proposed use is one for which a Special Use Permit may properly be granted.
- 4. Staff has reviewed the submitted materials, site plans and related exhibits in accordance with the Navajo County Zoning Ordinance requirements for a Special Use Permit. Staff finds that the submitted documentation conforms to the requirements of the Ordinance.

PUBLIC COMMENTS & CONCERNS:

As of the date of preparation of this staff report, 2 comments in favor and 2 opposed have been expressed by the public.

DEPARTMENT COMMENTS:

COUNTY ATTORNEY'S OFFICE: No legal issues with this request.

Initial: B.C.

ENGINEERING COMMENTS: No objections to the proposed land use as long as all conditions listed below are met.

Initial: B.B.

FLOOD CONTROL COMMENTS: No objections to the proposed land use as long as all conditions listed below are met.

Initial: B.B.

PLANNING & ZONING DEPARTMENT: Staff has no objection to the proposed land use.

Initial: P.S.

PLANNING & ZONING COMMISSION: The Commission voted unanimously to recommend approval at the Planning & Zoning Commission hearing held May 21, 2015.

PLANNING AND ZONING RECOMMENDATION: Staff recommends the following conditions be applied should the Commission decide to recommend approval of this Special Use Permit to the Board of Supervisors:

1. All development shall comply with all applicable federal, state, and county requirements including Planning and Zoning, Building Department, Flood Control, Fire District, Sanitary District, and Utility provider requirements.
2. The permitted Special Use shall be allowed to occur only in the location shown on the approved site plan, and subject to the Use Regulations in Section 1402.6 of Article 14 – (R-3) Multiple-Family Residential Zoning District.
3. Prior to issuance of building permits, a final design for the turnaround, acceptable by the County Engineer must be approved.
4. Any further development of this property shall comply with all applicable State of Arizona and Navajo County ordinances, codes, rules, and regulations, including but not limited to, County Attorney, Health Department, Sheriff's Office, Planning and Zoning, Building, Engineering, and Flood Control.
5. Material changes or modifications to the scope of this project or its site plan shall require an Amendment to this Special Use Permit by the Navajo County Board of Supervisors, upon the recommendation of the Navajo County Planning and Zoning Commission through the public hearing process.
6. The Special Use Permit approval is conditional upon completion of all required improvements for the Manufactured Home Park Phase I, within 12 months, with a review for conformance to all other requirements in 24 months.
7. The Manufactured Home Park shall be screened from adjoining lots by a solid fence or wall, or suitable planting of not less than three and one-half (3½) feet in height, nor more than six (6) feet in height.
8. The gravel road shall be maintained by the Manulux Manufactured Home Communities.

9. The roads within this Manufactured Home Park will not be considered for County Maintenance as gravel roads. The roads will have to have 50' public right of way dedicated to Navajo County, and the roads and drainage shall be constructed to Navajo County minimum standard cross section.

RESOLUTION NO. _____

**A RESOLUTION OF THE NAVAJO COUNTY
BOARD OF SUPERVISORS APPROVING A
SPECIAL USE PERMIT FOR A
MANUFACTURED HOME COMMUNITY**

WHEREAS, an application for a Special Use Permit was duly filed on March 9, 2015 by Steve Dedmon to request a Special Use Permit for a Manufactured Home Community near Lakeside; and

WHEREAS, the application concerns the following real property in Navajo County:
APN: 212-26-085, a.k.a. a portion of Section 24, Township 9 North, Range 22 East, G&SRM; and

WHEREAS, the applicant has the legal right to use the above described property according to an affidavit of ownership; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on May 21, 2015; and

WHEREAS, the Planning & Zoning Commission, after considering the testimony and other evidence presented at the hearing, as well as the recommendations of staff, found that the Special Use Permit was consistent with the safety and general welfare of the public and should be approved by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED that the Navajo County Board of Supervisors hereby **APPROVES** the Special Use Permit under the following conditions:

1. All development shall comply with all applicable federal, state, and county requirements including Planning and Zoning, Building Department, Flood Control, Fire District, Sanitary District, and Utility provider requirements.
2. The permitted Special Use shall be allowed to occur only in the location

shown on the approved site plan, and subject to the Use Regulations in Section 1402.6 of Article 14 – (R-3) Multiple-Family Residential Zoning District.

3. Prior to issuance of building permits, a final design for the turnaround, acceptable by the County Engineer must be approved.
4. Any further development of this property shall comply with all applicable State of Arizona and Navajo County ordinances, codes, rules, and regulations, including but not limited to, County Attorney, Health Department, Sheriff's Office, Planning and Zoning, Building, Engineering, and Flood Control.
5. Material changes or modifications to the scope of this project or its site plan shall require an Amendment to this Special Use Permit by the Navajo County Board of Supervisors, upon the recommendation of the Navajo County Planning and Zoning Commission through the public hearing process.
6. The Special Use Permit approval is conditional upon completion of all required improvements for the Manufactured Home Park Phase I, within 12 months, with a review for conformance to all other requirements in 24 months.
7. The Manufactured Home Park shall be screened from adjoining lots by a solid fence or wall, or suitable planting of not less than three and one-half (3½) feet in height, nor more than six (6) feet in height.
8. The gravel road shall be maintained by the Manulux Manufactured Home Communities.
9. The roads within this Manufactured Home Park will not be considered for County Maintenance as gravel roads. The roads will have to have 50' public right of way dedicated to Navajo County, and the roads and drainage shall be constructed to Navajo County minimum standard cross section.

PASSED, APPROVED AND ADOPTED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on July 14, 2015.

Navajo County Board of Supervisors

Dawnafe Whitesinger, Chairwoman

ATTEST:

Melissa Buckley, Clerk of the Board

RESOLUTION NO. _____

**A RESOLUTION OF THE NAVAJO COUNTY
BOARD OF SUPERVISORS DENYING A
SPECIAL USE PERMIT FOR MANUFACTURED HOME PARK**

WHEREAS, an application for a Special Use Permit was duly filed on March 9, 2015 by Steve Dedmon, on behalf of Manulux Communities, to request a Special Use Permit for a Manufactured Home Community near Lakeside; and

WHEREAS, the application concerns the following real property in Navajo County:
APN: 212-26-085, a.k.a. a portion of Section 24, Township 9 North, Range 22 East, G&SRM;
and

WHEREAS, the applicant has the legal right to use the above described property according to an affidavit of ownership; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on May 21, 2015 and recommended approval; and

WHEREAS, the Navajo County Board of Supervisors, after considering the testimony and other evidence presented at the Planning Commission hearing, as well as the recommendations of staff, found that the Special Use Permit is not consistent with the safety and general welfare of the public and should be denied.

NOW, THEREFORE, BE IT RESOLVED that the Navajo County Board of Supervisors hereby DENIES the Special Use Permit.

PASSED, APPROVED AND ADOPTED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on July 14, 2015.

Navajo County Board of Supervisors

Dawnafe Whitesinger, Chairwoman

ATTEST:

Melissa Buckley, Clerk of the Board

NAVAJO COUNTY PUBLIC WORKS DEPARTMENT
PLANNING & ZONING

Post Office Box 668 - 100 East Carter Drive
Holbrook, Arizona 86025
(928) 524-4100 FAX (928) 524-4399

**SPECIAL USE PERMIT
APPLICATION**

FOR MANUFACTURED HOME AND RECREATIONAL VEHICLE PARKS

OWNER INFORMATION:

OWNER'S NAME: Steve Dedmon
AGENT/POINT OF CONTACT: Steve Dedmon
CONTACT PHONE NO.: 928.228.8403 FAX NO.: _____
MAILING ADDRESS: P.O. Box 1507
CITY: Show Low STATE: Az ZIP CODE: 85902

SUBJECT PARCEL INFORMATION:

LEGAL DESCRIPTION: T 9 N - R 22 E, SECTION 24, ASSESSOR PARCEL NO.: 212-26-085
SUBDIVISION NAME: Manulux Communities LOT: _____
RURAL ADDRESS: Amanda Drive—Lakeside, Az AREA: _____
PARCEL SIZE: 6 Acres +/- DATE OF OWNERSHIP: _____
PRESENT USE OF PROPERTY: 0004 Vacant Land—Non Subdivided
GENERAL DIRECTION TO PARCEL: Highway 260 & 73 Head East onto Porter Mountain Road, Approximately 0.32
to Amanda Ln, 0.15 miles to project on North side of Amanda Ln

CURRENT ZONING: (Please Check appropriate Zoning Classification)

 A-Gen RU-20 RU-10 RU-5 RU-1 R1-43 R1-10
 R-2 X R-3 C-R I-1 I-2 Special Development

OWNER'S AFFIDAVIT:

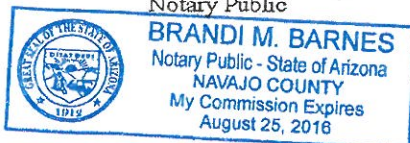
I, (print name) Steve Dedmon, being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

Steve Dedmon
Owner's Signature

STATE OF ARIZONA)
) SS
COUNTY OF _____)

Sworn and subscribed before me on this 11th Day of March, 2015

Brandi M. Barnes



August 25, 2016
My Commission Expires

Introduction

Manulux Communities is a proposed 6-acre manufactured home community development. Located in a portion of section 25, Township 10 North, Range 21 East of the Gila and Salt River Meridian, City of Show Low, Navajo County, Arizona. The plan envisions an affordable second home and primary residence community consisting of both single and doublewide manufactured homes. Located near schools this will make a great location for families and for the retirement community.

The Request

Manulux Communities requests a Special Use Permit to operate a 47 unit manufactured home community in Lakeside, Arizona. The property is currently zoned R-3 and through meeting with the County, and Engineers, it was determined this use of the land fits perfectly into what the area has been zoned.

The Project

The subject property is currently undeveloped land. The proposed development will meet the guidelines established in the County's Special Development ordinance. The proposed project would help local families have a sense of home ownership while living in close proximity to great local schools. This project is planned to start development immediately following the Special Use Permit issuance. Project will look to finalize all lot development by 2019.

Site Conditions

The site conditions are favorable for the proposed use. The site generally slopes from the Northeast. Slopes are all manageable and improvements will be constructed with very little grading. Hard rock is expected to be encountered in some of the utility construction. The utility trenches can be minimum depth throughout the site, limiting some of the need to excavate the rock.

Future residents should not experience drainage problems if customary building procedures are utilized to establish finish floor elevations. Minor grading around the housing may be necessary to route drainage through the site.



Steve Delmon

4/2/15



CALIFORNIA
ASSOCIATION
OF REALTORS®

**VACANT LAND PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. Form VLPA, Revised 4/10)

Date _____

1. OFFER:

A. THIS IS AN OFFER FROM Steve E. Dedmon ("Buyer").

B. THE REAL PROPERTY TO BE ACQUIRED is described as 3 ACRES OF PARCEL# 212-26-085

situated in _____, Assessor's Parcel No(s). 212-26-085,
County of _____, California, ("Property").

C. THE PURCHASE PRICE offered is One Hundred Fifty Thousand

(Dollars \$ 150,000.00).
D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 180 Days After Acceptance).

2. AGENCY:

A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent _____ (Print Firm Name) is
the agent of (check one): ☐ the Seller exclusively; or ☐ both the Buyer and Seller.

Selling Agent _____ (Print Firm Name) (if not the
same as the Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT:** Deposit shall be in the amount of _____ \$ 2,500.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☒ electronic funds transfer,
☐ Other _____ within 3 business days after acceptance (or
☐ Other _____);

OR (2) (If checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to
the agent submitting the offer (or to ☐ _____), made payable to
_____. The deposit shall be held uncashed until
Acceptance and then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days
after Acceptance (or ☐ Other _____).

B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ _____
within _____ Days After Acceptance, or ☐ _____.

C. LOAN(S)

(1) **FIRST LOAN** in the amount of _____ \$ _____

This loan will be conventional financing or, if checked, ☐ FHA, ☐ VA, ☐ Seller (C.A.R. Form SFA),
☐ assumed financing (C.A.R. Form PAA), ☐ Other _____. This loan shall be at a
fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed
_____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ %
of the loan amount.

(2) ☐ **SECOND LOAN** in the amount of _____ \$ _____

This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed financing
(C.A.R. Form PAA), ☐ Other _____. This loan shall be at a fixed rate not to exceed
_____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.
Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

D. **ADDITIONAL FINANCING TERMS:** BUYER TO PAY SELLER 500.00 A MONTH AFTER 60 DAYS
UNTIL CLOSE OF ESCROW. IF SPECIAL PERMIT DOES NOT GO THROUGH FUNDS BELONG
TO SELLER. IF SPECIAL PERMIT IS GRANTED TO BUYER THEN NO FUNDS ARE DUE
SELLER.

E. **BALANCE OF PURCHASE PRICE OR DOWN PAYMENT** in the amount of _____ \$ 147,500.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. **PURCHASE PRICE (TOTAL):** _____ \$ 150,000.00

Buyer's Initials (_____) (_____)

Seller's Initials (JD) (KP)

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Reviewed by _____ Date _____



VLPA REVISED 4/10 (PAGE 1 OF 10)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 10)

Agent: Sharon Custer

Phone: 949.230.5746

Fax: 949.366-5764

Prepared using zipForm® software

Broker: Star Real Estate South County, 209 Avenida Del Mar Ste. 104 San Clemente, CA 92672

Property: 3 ACRES OF PARCEL# 212-26-085, ,

Date: _____

N/A

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

32. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

33. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

34. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ by _____ ☐ AM ☐ PM, on _____ (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date _____

BUYER _____

Steve E. Dedmon

(Print name)

(Address) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

35. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: _____

Date _____

SELLER _____

Jack Peterson

(Print name)

(Address) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Date _____

SELLER _____

Karen Peterson

(Print name)

(Address) _____

(_____ / _____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (_____) (_____)

Seller's Initials (*JP*) (*KP*)

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VLPA REVISED 4/10 (PAGE 9 OF 10)

Reviewed by _____ Date _____



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 10)

Stevie

Special Use Site Plan Manulux Communities - Lakeside

Navajo County, Arizona
LOCATED IN A PORTION OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 22 EAST OF THE
GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA

STADOLING, JACK O & VIRGINIA P TRUST
212-26-115
ZONING R-3

LEGEND

RECORD DEVELOPMENT BOUNDARY LINE

EASEMENT

ADJACENT PROPERTY

EXISTING SEWER

EXISTING GAS

PROPOSED SEWER

EXISTING 6" WATER

PROPOSED 6" WATER

EXISTING PAVEMENT

PROPOSED PAVEMENT

CONCENTRATED DRAINAGE FLOWS

LOT NUMBER

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

DIMENSION MARKER (RECORD)

PROPOSED LOT LIMITS

DRAINAGE

FINISH GRADE ROADWAY

FO

SITE DATA

Total Site Acreage

No. of Lots

Total Lot Ac.

Min. Lot Size

Max. Lot Size

Avg. Lot Size

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March 20, 2015

Steve Dedmon
Lakeside, AZ 85929

RE: Manulux Communities - Lakeside
Lakeside, AZ 85929

To whom it may Concern:

UniSource Energy Services (UES) will furnish natural gas to the above referenced site. The extension of UES natural gas facilities will be done according to the rules of service on file with the Arizona Corporation Commission. Before any designs are implemented, an electronic drawing is needed.

Any questions regarding this project can be addressed to either myself or Curtis Asselstine in our Show Low office located at 1480 N. 16th Street, Show Low, Arizona. My direct phone number is (928) 532-3814.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Quintana", is written over a horizontal line.

Rebecca Quintana
Planner
UniSource Energy Services
1480 N. 16th Street
Show Low, AZ 85901
(928) 532-3814
Fax(928) 537-3994



March 24, 2015

To Whom It May Concern:


RE: Manulux Community – End of Amanda Dr . Lakeside, Az.
Parcel 212-26-085 – Navajo County

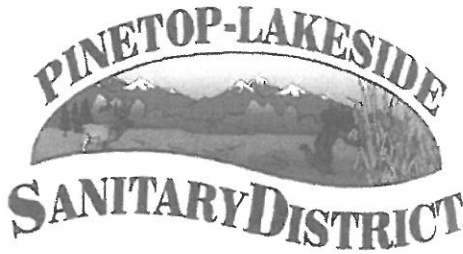
Please be advised that the above described property lies within the service area of Navopache Electric Cooperative, Inc.

Electric device can be supplied to this property under our current policies and rates which are approved by and on file with the Arizona Corporation Commission.

Velinda Barrington
Engineering Service Rep.

1878 West White Mountain Boulevard • Lakeside, Arizona 85929
(928) 368-5118 • (800) 543-6324 • Fax (928) 368-6038 • www.navopache.org

A Touchstone Energy Cooperative 



Date: 3-25-15

TO WHOM IT MAY CONCERN:

☐ This is to substantiate that Lot No. _____ in _____ Subdivision, APN **** owned by _____ is not adjacent to a sanitary sewer and cannot feasibly connect to one at this time. However, when sanitary sewer becomes available the property owner understands that he will be mandated to connect to sewer within one year and pay any appropriate fees required by the Sanitary District. It is the opinion of the Pinetop-Lakeside Sanitary District that you should consider forming a sewer improvement district with your neighbors, as there is the potential of groundwater contamination from other than a sanitary sewer system.

*****This is for ONE SINGLE FAMILY RESIDENCE ONLY.*****

Sewer easement granted for future sewer expansion: Yes No

Explanation if No: _____

Distance to closest sewer is: _____

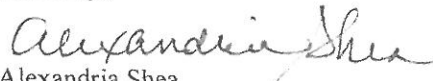
Property owner signature & Date _____

☐ Assessor's Parcel # 212-26-085 is located in an Improvement District, _____, sewer line extension project- Amanda Dr Sewer Line Ext #15-1 or other, _____ and construction is expected to be completed and accepted on or about May 5, 2015 subject to ADEQ final approval. (specify) (date)

Connection to the sanitary sewer will be mandatory after this date. The Sanitary District does not object to a building permit being issued for this parcel. However, timely completion of the sanitary sewer construction and/or subsequent availability for connection cannot be guaranteed.

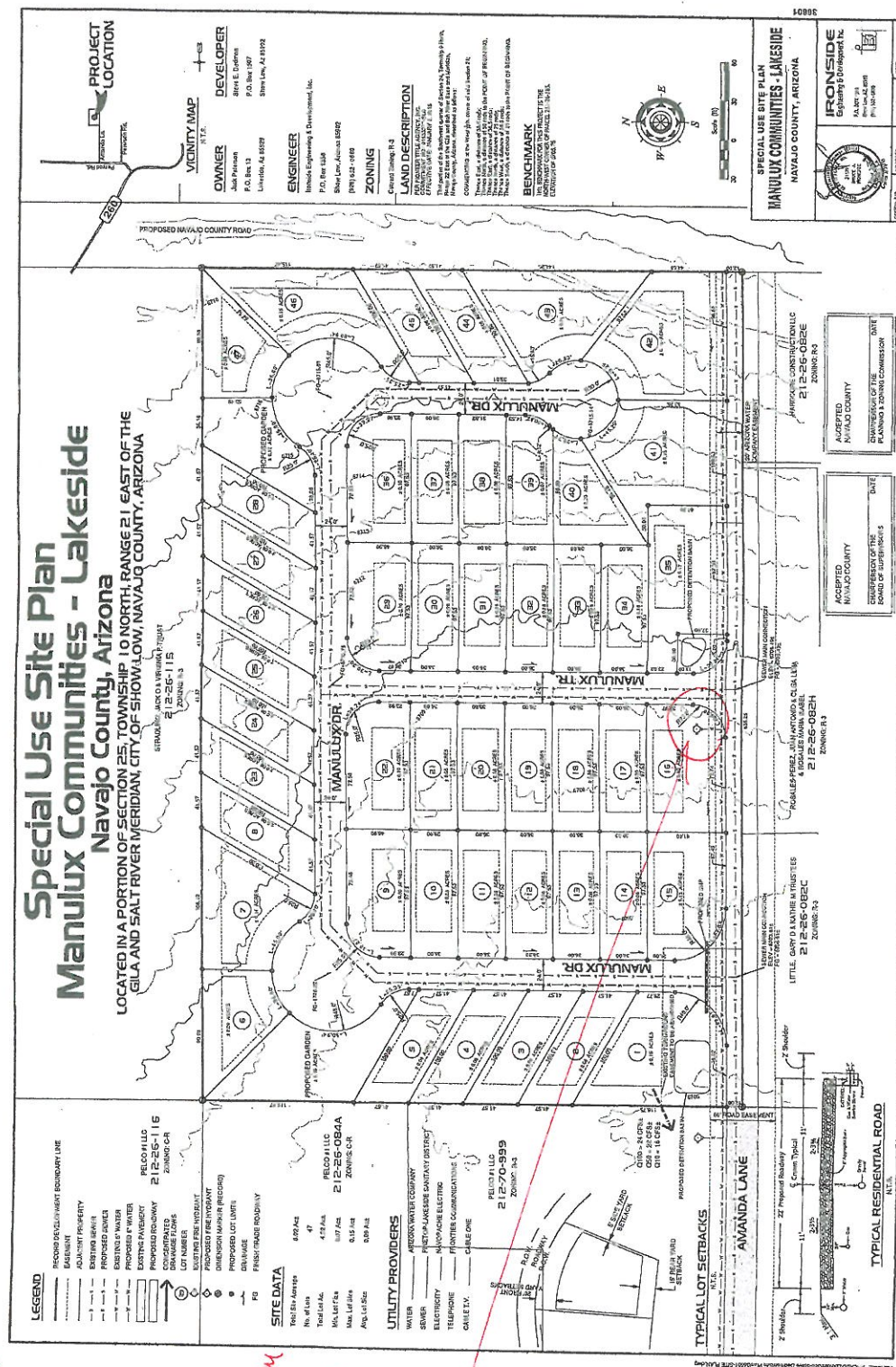
☐ The property owner has the authorization of the Pinetop-Lakeside Sanitary District to approach the Navajo County Health Department regarding the feasibility of installing an on-site treatment system as this parcel, APN _____, owned by _____ is not adjacent to sewer and is not within the Pinetop-Lakeside Sanitary District boundaries. Distance to closest sewer is: _____

Sincerely,


Alexandria Shea
Planning & Design

This notice expires one year from the date recorded above or until parcels are split or combined, at which time a review would be necessary.

- * Minimum Fire Flow = 1000 GPM
- * Max Distance From Hydrant Not to Exceed 600'



MHC RULES & REGULATIONS

Manulux, llc.

Manufactured Home Community

Guidelines

Welcome to the Manulux Manufactured Home Community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

Lease Terms:

1. Payment of the monthly lease is due by the first day of the month.
 - a. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$25.00 will be charged to the lessee for each check that is returned for insufficient funds.
 - b. The payment is considered late if it is received after the fifth day of the current month. A \$20.00 charge will be added to the balance due after the 10th of the month.
 - c. A \$5.00 charge will be added each subsequent day until the payment is made up until twenty days into the current month. At that time the eviction proceeding will begin. This could include the elimination of water service and the disconnection of the electrical service.
 - d. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full. A \$40.00 reconnection fee will be charged in the event that water and/or electrical service has been disconnected by management.

General Rules

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
2. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include a fine of up to \$40.00 per month.
3. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
4. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lessor become property of the park in the event the lessee moves.
5. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
6. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
7. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.
8. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly conditions.
9. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.

10. Large patios and porches require skirting. All homes require skirting. Patios and porches are not acceptable storage locations.
11. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
12. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The dismantling of any motor vehicle in the park is prohibited.
13. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
14. Only operative vehicles licensed for the highway are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.
15. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
16. Domestic pets under 15 pounds are permitted within the park. All other pets must be approved by management. Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times. No more than 2 pets per household will be allowed.
17. Prohibited breeds are Pit Bulls, Dobermans, Rottweiler's, Chows, Staffordshire Terriers and any animal that Management in its sole discretion determines is a dangerous breed. Resident must show proof of Homeowners Insurance with pet listed on policy. All pets are required to have LICENSES, TAGS, VACCINATIONS & REGISTRATIONS that are required by the state, county, city & etc. These must be renewed if required and a copy supplied to the Manager's Office which will be placed in your file. If required for identification purposes, resident is requested to provide a recent animal photograph, as well as information about size and age of the animal to Management. The pet remains the resident's responsibility at all times. The pet must be kept within the home at all times except when on a leash and accompanied by a Resident to sit on the porch.

Pet droppings must be picked up immediately. If not removed, and found, a \$50.00 fine for every occurrence will be added to the Resident's next statement. (Occurrences will be defined as each deposit your pet makes). Pet runs are not allowed on any Resident's lot. If the second warning notices are ignored on the pet complaint, pet owners will be charged a \$50.00 fine. Pet must remain on a leash at all times and walked only in designated pet areas. Designated pet area is located at the back gate entrance of the Park. A key may be obtained from the Council for a \$5.00 deposit. Pet cannot be vicious, dangerous or create a nuisance. If the pet becomes aggressive in any manner towards humans or other animals, the pet will have to be removed by owner immediately from the Park. Resident indemnifies Management, Manulux, LLC from all harm and damage resulting from any incident, that involves a Resident's pet. Visiting Pets: Permitted for a maximum of seven (7) days per calendar year and must be registered with Management Office. Tenants are responsible for their pets at all times. Pets are not permitted to be unattended in the park and/or create any nuisance.

18. Tenants are responsible for the activities of their children and their children's guests while they are in the park. An adult must supervise young children at all times. Children are not permitted to play in the street, parking areas, or neighbor's yards without permission.
19. Children's toys are not to be left in the common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 pm.
20. Disturbing noise is not permitted in the park at any time.
21. No signs are permitted except with the permission of management.
22. Commercial activities by residents and/or their guest are not permitted within the park.
23. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.
24. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this ____ day of _____, _____.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

Signature

Signature

Management

PRELIMINARY DRAINAGE REPORT

For

MANULUX COMMUNITIES—LAKESIDE A PROPOSED SPECIAL USE MOBILE HOME PARK

In

NAVAJO COUNTY, Arizona

IED #36601

PREPARED FOR

MANULUX COMMUNITIES

PREPARED BY:
IRONSIDE ENGINEERING & DEVELOPMENT, INC.
P.O. BOX 1358
Show Low, Arizona 85902



EXP 3.31.10

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2.0	SITE DESCRIPTION.....	2
3.0	MAPPING AND SURVEYING INFORMATION.....	3
4.0	HYDROLOGIC EVALUATION.....	4
5.0	PRELIMINARY DESIGN CONCEPT	5
6.0	CONCLUSION.....	6

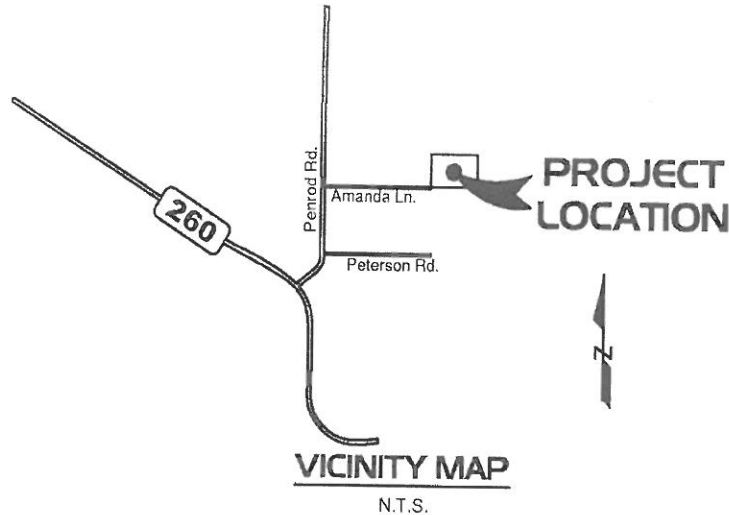
1.0 INTRODUCTION

The purpose of this report is to present the Drainage Plan for the Manulux Communities – Lakeside a planned mobile home park, in Navajo County, Arizona.

The project consists of 47 designated lots on approximately 6 acres of undeveloped land located in a portion of Section 25, Township 10 North, Range 21 East, of the Gila and Salt River Meridian, Navajo County, Arizona.

The proposed development lies just off Penrod Road, along the future extension of Amanda Lane. The location is shown in below.

The project is located adjacent to existing development, Peterson Acres, which previously provided some regional drainage facilities affecting the project.



2.0 SITE DESCRIPTION

The site of Manulux Communities – Lakeside generally slopes from east to west in the direction of the existing mobile home subdivision currently known as Peterson Acres. There are no significant drainage courses on the site. The majority of the stormwater flowing off the current site sheet flows into "Tract C" of the Peterson Acres subdivision. Very few trees exist on the site and is mainly grass with some rocky areas (10%) with no vegetation.

The proposed development consists of 47 designated lots on approximately 6 acres. The property will remain under one ownership, with the 47 lots to be leased by residents.

This preliminary report is submitted as part of the special use site plan submittal. A final drainage report should be completed with a grading and drainage plan upon approval of the special use permit.

3.0 MAPPING AND SURVEYING INFORMATION

The available mapping utilized in this study is listed below:

1. USGS Quadrangle Maps: Map scale is 1 inch = 2,000 feet with contour interval of 20 feet.
2. Pinetop-Lakeside Sanitary District Topographic Maps: were utilized to identify the drainage areas and basins. Map scale is 1 inch = 100 feet, with a contour interval of one foot.

4.0 HYDROLOGIC EVALUATION

Drainage calculations were estimated using the Rational Method for calculating storm water runoff, using the formula $Q = CIA$

Where Q = peak discharge

I = precipitation intensity (Inches per Hour)

A = area (acres)

C = runoff coefficient

The calculations were made using the ADOT Highway Drainage Manual methodology.

Flows generated on the site are estimated to be $Q_{100} = 24$ cfs, $Q_{50} = 22$ cfs, $Q_{10} = 10$ cfs. The areas surrounding the site, with the exception of Peterson Acres sheet flow in a similar direction and manner to the project site. Any sheet flow entering the site can easily be routed through the site. There is a small channel offsite on the north boundary line of the project which directs most offsite flows around the project and into the regional detention on Tract B of Peterson Acres.

5.0 PRELIMINARY DESIGN CONCEPT

The site topography, relatively low flows, and limited offsite flows entering the site allow for very simple routing of stormwater through the site with standard ditching along roadways. The development will increase the runoff coefficient slightly and therefore a detention basin is likely to be utilized in the final design. The proposed site plan for the project reserves this site. The need for this onsite detention basin may prove unnecessary if the regional detention basin can be utilized or expanded. One culvert is shown to accommodate flows in the likely roadside ditch for the extension of Amanda Lane.

6.0 CONCLUSION

Stormwater can be managed with standard design and construction methods for this project. The increase in flows from this project will have a very minor impact on the overall stormwater runoff from the area. However, a detention basin may be required on the project. The final drainage report and detention requirements should be provided with the improvement plans for the project. The increase in flows from this project will have a very minor impact on the overall stormwater runoff from the area.